



State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

# Request for Quotation

RFQ NUMBER
DJS010275

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
JOHN ABBOTT
304-558-2544

RFQ COPY

**MANOR HOME CENTER**  
 1375 MARYLAND HIGHWAY MTN  
 LAKE PARK MD 21550

SHIP TO

**DIVISION OF JUVENILE SERVICES**  
**DAVIS CENTER**  
  
 BLACKWATER FALLS ROAD  
 DAVIS, WV  
 26260

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/11/2009				

BID OPENING DATE: **08/26/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	2	EA		070-48-50-001		
VEHICLE, ALL TERRAIN OR UTILITY  CONTRACT TO PROVIDE TWO (2) UTILITY VEHICLES FOR THE WEST VIRGINIA DIVISION OF JUVENILE SERVICES, DAVIS CENTER, DAVIS, WV, PER THE SPECIFICATIONS.  DELIVERY: UTILITY VEHICLES SHALL BE DELIVERED TO THE DAVIS CENTER, DAVIS, WV WITHIN 30 DAYS UPON RECEIPT OF THE PURCHASE ORDER, AND DELIVERY COSTS SHALL BE INCLUDED IN THE BID PRICE.  PLEASE INCLUDE BROCHURES, TO INCLUDE SPECIFICATIONS  VEHICLE 1 BID PRICE-----\$15,625.09 VEHICLE 2 BID PRICE-----\$17,808.84 (VEHICLE 2 BID PRICE SHALL INCLUDE THE ADDITIONAL ITEMS LISTED UNDER "2. ADDITIONAL UPGRADES FOR ITEM NUMBER 2" OF THE SPECIFICATIONS)						
NOTICE						
A SIGNED BID MUST BE SUBMITTED TO:						
DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130						

RECEIVED

2009 AUG 21 AM 9:38

WV PURCHASING DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	<i>Tom Mattingly</i>	TELEPHONE	301-334-2109	DATE	8-19-09
TITLE	<i>V.P.</i>	FEIN	<i>52-0009313</i>	ADDRESS CHANGES TO BE NOTED ABOVE	

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
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# Request for Quotation

RFQ NUMBER
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PAGE
2

ADDRESS CORRESPONDENCE TO ATTENTION OF:
JOHN ABBOTT 304-558-2544

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE

SHIP TO

DIVISION OF JUVENILE SERVICES  
 DAVIS CENTER  
 BLACKWATER FALLS ROAD  
 DAVIS, WV  
 26260

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/11/2009				

BID OPENING DATE: 08/26/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
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THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:

SEALED BID

BUYER: JOHN ABBOTT (32)-----

RFQ. NO.: DJS010275-----

BID OPENING DATE: 8/26/2009-----

BID OPENING TIME: 1:30 PM-----

PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:

301-334-1730-----

CONTACT PERSON (PLEASE PRINT CLEARLY):

Tom Mattingly-----

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>Tom Mattingly</i>	301-334-2109	8-19-09
TITLE	ADDRESS CHANGES TO BE NOTED ABOVE	
V.P.		

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

**SPECIFICATIONS FOR GAS UTILITY VEHICLES  
THE FOLLOWING ARE THE MINIMUM  
SPECIFICATIONS TO BE BID**

**1. High Performance Series Utility Vehicle 4 x 4**

**ENGINE:**

20 Engine HP (617 cc), 32 ft-lb  
(4.4 kg-m @ 2500 rpm)  
Two cylinder, liquid cooled  
4-cycle gasoline  
Overhead valves  
Full Pressure Lubrication System  
Replaceable single dry-type element air cleaner with remote intake  
5.3 gallon (20.1L) fuel capacity  
Solid state ignition  
Spark-arresting muffler

**ELECTRICAL:**

Electric start  
1 amp, regulated, 3-phase alternator  
340 CCA battery  
Two 35 watt halogen headlights

**TRANSAXLE/TRANSMISSION:**

Continuously variable transmission  
Operator selectable 4WD  
25 mph maximum forward speed  
Traction assist  
Front and rear hydraulic brakes  
Hand-operated rear mechanical park brake  
1.3 In. (33mm) forged rear axles

**STEERING/SUSPENSION:**

Rack and pinion steering  
McPherson struts,

## **OCCUPANT PROTECTIONS SYSTEM: (OPS)**

**1.75 in (43.8) steel tubular overhead structure**  
**Rollover Protection that meets SAE-J1194, 7.1.1, 7.1.2, 7.5**  
**FMV SF 216 Roof Crush Resistance**  
**Multiple passenger handholds**  
**Seat belts**  
**Hip restraint bars for driver and passenger**  
**Passenger grab handles**  
**Glove box**  
**Two cup holders**  
**Fuel gauge**  
**Hour meter**  
**12v DC outlet**

## **FRONTAL PROTECTION:**

**Heavy duty front bumper ✓**

## **DIMENSIONS (WITH OPS)**

**112.5 in. long x 59.5 in. wide x 74.8 in high**  
**1,300 lb total payload capacity which includes:**  
**220 lb driver, 200 lb passenger, and 800 lb in cargo box**  
**Towing capacity: 1,200 lb**  
**11 ft. turning radius**  
**Ground clearance: 6 in**

## **CARGO BOX:**

**43.9 In long x 49 in wide x 9 in deep**  
**11.3 cu. Ft capacity**  
**800 lbs box capacity**  
**Tilting box**  
**Hinged (bottom) tailgate**  
**Hold Down latch and prop rod**

**THE ADDITIONAL STANDARD OPTIONS TO BE INCLUDED ON BOTH UNITS:**

**Glass enclosed Cab to include Windshield, Windshield Wipers, Windshield Washers and Glass Door Kits**

**Back-up Alarm**

**Hydraulic Power-lift Bed**

**Bed Liner**

**Floor Mats**

**Front Brush Guard**

**Electrical Kit to operate windshield wipers, extra work lights, etc.**

**Water Heater Kit to include all fittings for a Gas Engine to heat enclosed cab**

**Interior light (1) kit**

**Aggressive Tread 12 In. Tires**

**2. ADDITIONAL UPGRADES FOR ITEM NUMBER 2**

**Front work lights (2) kit**

**Rear work light (1) kit**

**Metal CV guards, front and rear**

**Heavy duty front strut**

**72" Snow Blade with Lift and Angle adjustments – Hydraulic or 2500 lb minimum acceptable winch**



JOHN DEERE

MANOR HOME CENTER  
1375 MARYLAND HIGHWAY  
MTN LAKE PARK ,MD 21550  
Phone: 301-334-2109  
Fax: 301-334-1730

Quote Summary

<b>Prepared For:</b> davis center 304-259-5241	<b>Prepared By:</b> TOM MATTINGLY 1375 MARYLAND HIGHWAY MTN LAKE PARK ,MD 21550 MANORHOME@VERIZON.NET	<b>Quote ID:</b> 3531735 <b>Created On:</b> June 17, 2009 <b>Last Modified On:</b> June 30, 2009 <b>Expiration Date:</b> July 11, 2009
------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------

Equipment Summary	Suggested List	Selling Price	Qty	Extended
John Deere GATOR XUV 620I GAS GRN & YEL	\$ 21,482.40	\$ 17,808.84 X	1 =	\$ 17,808.84
<b>Equipment Total</b>				<b>\$ 17,808.84</b>

<b>Quote Summary</b>	
Equipment	\$ 17,808.84
Trade In	
Subtotal	\$ 17,808.84
Total	\$ 17,808.84
Down Payment	
Rental Applied	
<b>Balance Due</b>	<b>\$ 17,808.84</b>

Salesperson: X \_\_\_\_\_

Accepted By: X \_\_\_\_\_



JOHN DEERE

# Selling Equipment

## John Deere GATOR XUV 620I GAS GRN & YEL

**Suggested List**  
 \$ 21,482.40  
**Selling Price**  
 \$ 17,808.84

Code	Description	Qty	Unit	Extended
3921M	Gator XUV 620i 4X4 (Green & Yellow) High Performance Series Utility Vehicle	1	\$ 9,999.00	\$ 9,999.00

### Standard Options - Per Unit

1001	AT489 - Aggressive Tread 12 In. Tire Yellow-XUV	1	\$ 0.00	
2001	Deluxe Cab Frame XUV/HPX	1	\$ 1,084.00	
3000	Deluxe Property Care Package	1	\$ 1,563.00	
4010	Less OPS Rear Screen	1	\$ 0.00	
5010	Less 2 In. Front Receiver Hitch Kit	1	\$ 0.00	
6010	Less Heavy Duty Brush Guard	1	\$ 0.00	
7000	Standard Muffler	1	\$ 0.00	
VGB10505	Electrical Kit	1	\$ 83.00	
BM21651	Front Work Lights (2) Kit	1	\$ 258.00	
BM22431	Glass Door Kit	1	\$ 2,284.00	
BM22477	Glass Windshield Kit	1	\$ 793.00	
VGB10511	Glass Windshield Washer Kit	1	\$ 152.00	
VGB10547	Heater Fitting Kit (Gas Engine)	1	\$ 125.00	
BM21656	Interior Light (1) Kit	1	\$ 51.00	
BM21652	Rear Work Light (1) Kit	1	\$ 191.00	
BM22548	Water Heater Kit	1	\$ 996.00	
BM22544	Backup Alarm	1	\$ 89.00	
BM22612	CV Guards, Front	1	\$ 101.00	
BM22613	CV Guards, Rear	1	\$ 101.00	
VGB10544	Heavy Duty Front Strut	1	\$ 219.00	
LPFBPPTJD1	POWERtach Heavy Duty 72" Blade	1	\$ 2,799.00	
	<b>Standard Options</b>		\$ 10,889.00	
	<b>Standard Options Total</b>	1		\$ 10,889.00

### Other Charges

Roll-on/Roll-off	1	\$ 300.00	
Freight	1	\$ 294.40	
<b>Discount</b>	1		\$ -3,673.56



JOHN DEERE

# Selling Equipment

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Total

\$ 17,808.84





JOHN DEERE

MANOR HOME CENTER  
1375 MARYLAND HIGHWAY  
MTN LAKE PARK ,MD 21550  
Phone: 301-334-2109  
Fax: 301-334-1730

Quote Summary

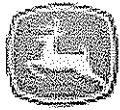
<b>Prepared For:</b> davis center 304-259-5241	<b>Prepared By:</b> TOM MATTINGLY 1375 MARYLAND HIGHWAY MTN LAKE PARK ,MD 21550 MANORHOME@VERIZON.NET	<b>Quote ID:</b> 3531646 <b>Created On:</b> June 17, 2009 <b>Last Modified On:</b> August 19, 2009 <b>Expiration Date:</b> July 11, 2009
------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------

Equipment Summary	Suggested List	Selling Price	Qty	Extended
John Deere GATOR XUV 620I GAS GRN & YEL	\$ 18,946.94	\$ 15,625.09 X	1 =	\$ 15,625.09
<b>Equipment Total</b>				<b>\$ 15,625.09</b>

<b>Quote Summary</b>	
Equipment	\$ 15,625.09
Trade In	
Subtotal	\$ 15,625.09
Total	\$ 15,625.09
Down Payment	
Rental Applied	
<b>Balance Due</b>	<b>\$ 15,625.09</b>

Salesperson: X \_\_\_\_\_

Accepted By: X \_\_\_\_\_



JOHN DEERE

# Selling Equipment

## John Deere GATOR XUV 620i GAS GRN & YEL

**Suggested List**  
 \$ 18,946.94  
**Selling Price**  
 \$ 15,625.09

Code	Description	Qty	Unit	Extended
3921M	Gator XUV 620i 4X4 (Green & Yellow)	1	\$ 9,999.00	\$ 9,999.00
<b>Standard Options - Per Unit</b>				
1002	AT489 - Aggressive Tread 12 In. Tire Black, Yellow Machined Alloys - XUV	1	\$ 0.00	
2001	Deluxe Cab Frame XUV/HPX	1	\$ 1,084.00	
3000	Deluxe Property Care Package	1	\$ 1,563.00	
4010	Less OPS Rear Screen	1	\$ 0.00	
5010	Less 2 In. Front Receiver Hitch Kit	1	\$ 0.00	
6010	Less Heavy Duty Brush Guard	1	\$ 0.00	
7000	Standard Muffler	1	\$ 0.00	
BM21946	Deluxe Cab Frame	1	\$ 1,349.00	
VGB10505	Electrical Kit	1	\$ 83.00	
BM22431	Glass Door Kit	1	\$ 2,284.00	
BM22477	Glass Windshield Kit	1	\$ 793.00	
VGB10547	Heater Fitting Kit (Gas Engine)	1	\$ 125.00	
BM21656	Interior Light (1) Kit	1	\$ 51.00	
BM22548	Water Heater Kit	1	\$ 996.00	
BM23197	Backup Alarm	1	\$ 89.00	
	<b>Standard Options</b>		\$ 8,417.00	
	<b>Standard Options Total</b>	1		\$ 8,417.00
<b>Other Charges</b>				
	Roll-on/Roll-off	1	\$ 300.00	
	Freight	1	\$ 230.94	
	<b>Discount</b>	1		\$ -3,321.85
<b>Total</b>				<b>\$ 15,625.09</b>

# The Gator™ XUV 4x4

## Turn it loose.

- Independent rear suspension for a superior ride on the roughest terrain
- Impressive 30 mph (48 km/h) top speed and fast acceleration
- Quick-starting electronic fuel-injected engines (620i models)
- Exclusive electronic governor and throttle for more power under load
- On-demand, true 4WD for superior terrain capability
- Over 100 available attachments and accessories for enhanced versatility

See your local dealer to learn more.

	<b>Gator 620i XUV 4x4</b>	<b>Gator 850d XUV 4x4</b>
<b>Engine and Electrical</b>		
Engine	23 hp** (617 cc), 2-cylinder, 4-cycle OHV gas, EFI	24.6 hp** (854 cc), 3-cylinder, 4-cycle OHV diesel
Maximum Torque	34.6 ft.-lb. torque (46.9 Nm) @2,100 rpm	36.9 ft.-lb. torque (50 Nm) @2,400 rpm
Ignition	Solid state 12V	Compression ignition
Lubrication	Full pressure	Full pressure
Cooling System	Liquid	Liquid
Air Cleaner	Intake	Intake
Battery	340 CCA	480 CCA
Alternator	25.5 amp @ 3,200 rpm, regulated, 306 watts	40 amp @ 3,200 rpm regulated
Headlights	Two 37.5-watt halogen	Two 37.5-watt halogen
Fuel Capacity	5.3 U.S. gal. (20.1 L)	5.3 U.S. gal. (20.1 L)
<b>Transmission</b>		
Type	Continuously Variable Transmission (CVT)	Continuously Variable Transmission (CVT)
4WD	On-demand true four-wheel-drive system	On-demand true four-wheel-drive system
Drive Belt	Spun top cog, 31 mm wide	Spun top cog, 31 mm wide
Ground Speed, Forward	0-30 mph (0-48 km/h) hi 0-17 mph (0-27 km/h) low	0-30 mph (0-48 km/h) hi 0-15 mph (0-24 km/h) low
Ground Speed, Reverse	0-20 mph (0-32 km/h)	0-17 mph (0-27 km/h)
Transaxle	Two speed; oil bath	Two speed; oil bath
Gear Selection	Forward (hi-lo), neutral, reverse	Forward (hi-lo), neutral, reverse
Brakes	Front and rear hydraulic disk	Front and rear hydraulic disk
Parking Brake	Driveline mechanical disk, hand operated	Driveline mechanical disk, hand operated
Bearings	Sealed, double-row ball	Sealed, double-row ball
Axle	27 mm dia. forged CV-shaft w/double offset joint	27 mm dia. forged CV-shaft w/double offset joint
<b>Suspension and Steering</b>		
Suspension, Front	Independent with McPherson Strut	Independent with McPherson Strut
Front Suspension Travel (Total)	5.15 in. (131 mm)	5.2 in. (131 mm)
Suspension, Rear	Independent with coil over shock	Independent with coil over shock
Rear Suspension Travel (Total)	7 in. (170 mm)	7 in. (170 mm)
Steering	Rack and pinion	Rack and pinion
<b>Occupant Protective System (OPS)</b>	SAE J2194 and OSHA ROPS standards steel tubular structure with 3-pt. belts and multiple handholds	SAE J2194 and OSHA ROPS standards steel tubular structure with 3-pt. belts and multiple handholds
<b>Dimensions</b>		
Length/Width/Height (w/Bumper and OPS)	113-in. L x 59.3-in. W x 74-in. H (2870 mm L x 1506 mm W x 1880 mm H)	113-in. L x 59.3-in. W x 74-in. H (2870 mm L x 1506 mm W x 1880 mm H)
Front-Tread Centers	44.8 in. (1137 mm)	44.8 in. (1137 mm)
Rear-Tread Centers	47.9 in. (1216 mm)	47.9 in. (1216 mm)
Wheelbase	79 in. (2007 mm)	79 in. (2007 mm)
Weight (Including Fuel/Fluids)	1,383 lb. (627 kg)	1,532 lb. (695 kg)
Seating Capacity/Type	2/Professional high back, bucket (tilt forward)	2/Professional high back, bucket (tilt forward)
Towing Capacity*	1,300 lb. (590 kg)	1,300 lb. (590 kg)
Payload Capacity*	1,400 lb. (635 kg)	1,400 lb. (635 kg)
<b>Ground Clearance</b>	11 in. (267 mm)	11 in. (267 mm)
<b>Cargo Box</b>		
Volume	Heavy-duty steel 11.2 cu. ft. (0.32 m³)	Heavy-duty steel 11.2 cu. ft. (0.32 m³)
Weight (On Level Terrain)	1,000 lb. (554 kg)	1,000 lb. (554 kg)
Length/Width/Depth	43.9-in. L x 49-in. W x 9-in. D 1116 mm L x 1244 mm W x 229 mm D	43.9-in. L x 49-in. W x 9-in. D 1116 mm L x 1244 mm W x 229 mm D
Tailgate	Removable; hinged at bottom	Removable; hinged at bottom
<b>Front Tires</b>	AT489 = 25x10-12 All Trail II = 25x9-12	AT489 = 25x10-12 All Trail II = 25x9-12
<b>Rear Tires</b>	AT489 = 25x11-12 All Trail II = 25x11-12	AT489 = 25x11-12 All Trail II = 25x11-12
Available Tread Types	Standard (All Trail II), Aggressive (AT489)	Standard (All Trail II), Aggressive (AT489)
Available Colors	JD Green & Yellow, Olive & Black	JD Green & Yellow, Olive & Black
Rear Receiver Hitch	2-inch, standard	2-inch, standard

Manor Home Center  
 1375 Maryland Hwy PO Box 2427  
 Mountain Lake Park, MD 21550  
 301-334-2109 (1 Mile E. of Oakland)

\*Includes 200-lb. (91 kg) operator and 200-lb. (91 kg) passenger and maximum box capacity. \*\*The engine horsepower information is provided by the engine manufacturer to be used for comparison purposes only.

This literature has been compiled for worldwide circulation. While general information, pictures and descriptions are provided, some illustrations and text may include finance, credit, insurance, product options and accessories NOT AVAILABLE in all regions. PLEASE CONTACT YOUR LOCAL DEALER FOR DETAILS. John Deere reserves the right to change specification, design and price of the products described in this literature without notice. John Deere's green and yellow color scheme, the leaping deer symbol, and JOHN DEERE are trademarks of Deere & Company.



JOHN DEERE

# VENDOR PREFERENCE CERTIFICATE

Certification and application\* is hereby made for Preference in accordance with *West Virginia Code*, §5A-3-37. (Does not apply to construction contracts). *West Virginia Code*, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the *West Virginia Code*. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

- 1. Application is made for 2.5% resident vendor preference for the reason checked:  
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,  
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,  
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
- 2. Application is made for 2.5% resident vendor preference for the reason checked:  
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
- 3. Application is made for 2.5% resident vendor preference for the reason checked:  
 Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
- 4. Application is made for 5% resident vendor preference for the reason checked:  
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
- 5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:  
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
- 6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:  
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (*West Virginia Code*, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: MANOR Home Center

Signed: Yon Mattingly

Date: 8-19-09

Title: V.P.

\*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

STATE OF WEST VIRGINIA  
Purchasing Division

## PURCHASING AFFIDAVIT

### VENDOR OWING A DEBT TO THE STATE:

*West Virginia Code* §5A-3-10a provides that: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

### PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code*. The vendor **must** make said affirmation with its bid submission. Further, public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code* and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the *West Virginia Code* may take place before their work on the public improvement is begun.

### ANTITRUST:

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the state of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the state of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the state of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

### LICENSING:

Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

### CONFIDENTIALITY:

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.

Under penalty of law for false swearing (*West Virginia Code* §61-5-3), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

Vendor's Name: MAPLE HOME CENTER  
Authorized Signature: Jon Mattingly Date: 8-19-09